

STANDARD AGREEMENT
STD 213 (Rev 09/03)

AGREEMENT NUMBER 5-031-76-02
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF GENERAL SERVICES

CONTRACTOR'S NAME

LexisNexis, a division of Reed Elsevier, Inc.

2. The term of this Agreement is: 3/01/2004 through 2/28/2007
WITH TWO ONE YEAR OPTIONS TO RENEW BY THE STATE

3. The maximum amount \$
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Attachment 1, GTC 103 General terms and Conditions (4 pages) *

Attachment 2, CCC103 Contractor Certification Clauses (4 pages) *

Attachment 3, Standard 204 Payee Data Record (2 pages)

Attachment 4, Special Provisions (5 pages) (revised 12/19/03) (Revised 1/9/04)

Attachment 4.1, Modifications to Special Provisions (1 page) (Revised 2/20/04)

~~Attachment 5, California Price Schedule (18 pages, plus 8 additional pages of attachments) (CD ROM)~~Attachment 6, General Terms and Conditions for Use of the Online Services (3 pages) *Electronica Available on DC Website*

Attachment 7, Supplemental Terms for Specific Materials (12 page)

Bidders proposal is hereby incorporated as part of this contract.

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. Attachment 1, 2 can be accessed at the following: <http://www.ois.dgs.ca.gov/StandardLanguage/default.htm>
Attachment 3 can be accessed at the following: www.documents.dgs.ca.gov/bn/pdf/std204.pdf

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

LexisNexis, a division of Reed Elsevier, Inc.

BY (Authorized Signature)

DATE SIGNED (Do not type) 2/9/2004

PRINTED NAME AND TITLE OF PERSON SIGNING

Nancy Schibler, Pricing Analyst

LEXISNEXIS LEGAL DEPT.
REVIEWED BY: BAH
DATE: 02/09/2004

ADDRESS

9443 Springboro Pike, Miamisburg, OH 45342

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services/ Procurement Division

BY (Authorized Signature)

DATE SIGNED (Do not type) 2/11/04

PRINTED NAME AND TITLE OF PERSON SIGNING

Russ Guame - Acquisitions Manager

ADDRESS

707 Third Street Second Floor, West Sacramento, California 95605

California Department of
General Services Use Only

Kay

APPROVED

FEB 25 2004

DEPT OF GENERAL SERVICES

J. Guame

GTC 103 GENERAL TERMS AND CONDITIONS ATTACHMENT 1

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

GTC 103 GENERAL TERMS AND CONDITIONS ATTACHMENT 1

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

GTC 103 GENERAL TERMS AND CONDITIONS ATTACHMENT 1

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

GTC 103 GENERAL TERMS AND CONDITIONS ATTACHMENT 1

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.


b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

CCC-103 CONTRACTOR CERTIFICATION ATTACHMENT 2

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
LexisNexis, a division of Reed Elsevier Inc.		52-1471842
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		LEXISNEXIS LEGAL DEPT. REVIEWED BY: <u>CAH</u> DATE: <u>06 Feb 04</u>
Nancy Schibler, Pricing Analyst		
Date Executed	Executed in the County of	
2/9/2004	Montgomery, OH	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) LexisNexis, a division of Reed Elsevier, Inc.		
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS
	MAILING ADDRESS P.O. Box 933		BUSINESS ADDRESS 9443 Springboro Pike
	CITY, STATE, ZIP CODE Dayton, OH 45401		CITY, STATE, ZIP CODE Miamisburg, OH 45342
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 5 2 - 1 4 7 1 8 4 2 </div>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </div> <div> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS </div> </div>		
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 150px;"> - - - - - </div>		
	(SSN required by authority of California Revenue and Tax Code Section 18646)		
4	PAYEE RESIDENCY STATUS <input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 40px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div>		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Nancy Schibler		TITLE Pricing Analyst
	SIGNATURE 	DATE 2/9/2004	TELEPHONE (937) 865-6800
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____		

 LEXISNEXIS LEGAL DEPT.
 REVIEWED BY: CAT
 DATE: 06 Feb 2004

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	Requirement to Complete Payee Data Record, STD. 204								
	<p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

PURPOSE

The Contractor agrees to Provide Electronic Library Services to interested California State, and any Local Governmental Agencies.

While the State of California makes this Master Service Agreement (MSA) available to Local Governmental Agencies, each Local Agency should make its own determination whether using it is consistent with procurement policies and regulations of the local government agency.

A Local Agency is any city, county special district or other governmental body empowered to spend public funds.

The term of this Master Service Agreement (MSA) is three (3) years, with two (2) optional one-year renewals at the option of the State.

CONTRACT ADMINISTRATOR

The contract administrator during the term of this agreement will be:

Dion Campos
707 Third Street, Second Floor
West Sacramento, CA 95605
Phone: 916/375-4541
Fax: 916/375-4395
E-mail: dion.campos@dgs.ca.gov

NOTICE OF NON-GUARANTEED OF ORDERS

The State makes no guarantee of orders through this Master Contract.

CONTRACTOR COLLECTION AND PAYMENT OF THE DGS MANAGEMENT FEE

The current DGS administrative fee is set at 2.13% specified percentage of invoiced sales. The said administrative fee shall be added to the contractor billing and recovered from the participants requesting use of this contract. The Contractor is required to pay to DGS the recovered administrative fee in the form of a check payable to: Department of General Services, Procurement Division, and (Multiple Award Program). The Contractors must pay the assessed administrative fee to the State of California commencing 45 days after contract start date, continual by the 30th calendar day of each proceeding month. This service will be performed by Contractor at no additional charge to DGS or participants.

The checks should be mailed to:

State of California – DGS
Procurement Division 707 Third Street, Second Floor
P.O. Box 989054
West Sacramento, CA 95605
Attn: Dion Campos, Multiple Award Program

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

DGS shall annually set the percentage for such administrative fee and shall notify Contractor of the percentage set each year. Contractor shall show said administrative fee as a separate line item on each Participants monthly invoice report. Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each Participating State or Local Government Agency. DGS represents that it may at its discretion make separate arrangements with any Participating Subdivision for recovery of a DGS administrative fee on a direct payment method from any said Participants.

REPORTING REQUIREMENTS

The Contractor(s) shall deliver an invoice report of each Participant(s), "Total Participant Monthly Balance" to the Department of General Services (DGS) - Procurement Division (PD), no later than fifteenth (15) working day of the month following the invoice closing date. Each line of the report should summarize the billing information for each agency or customer utilizing a Std. 213 for services contracting or comparable local government document and the associated invoices(s). The following report information is requested:

- a. The Contractor shall render invoices in triplicate to the name and address contained on each Std. 213.
- b. The ordering procedures will be issued after contract award(s).
- c. The Contractor shall deliver to the DGS - PD, Multiple Award Program, no later than the fifteenth (15) working day of the month following the period for which the data is compiled, a management report summarizing information for each agency and each order within the reporting period. Reports are to be provided for monthly services unless otherwise indicated by the DGS - PD. **COPIES OF ANY/ALL ORDERS WHEN REQUESTED BY THE CONTRACT ADMINISTRATOR SHALL BE PROVIDED TO THE STATE OF CALIFORNIA - DGS.**
- d. Contractor shall provide monthly reporting in an electronic file with tab delimited text accessible in Microsoft Word, Excel or Access.
- e. Contractor shall remit a monthly report to the Department of General Services for services performed under this contract. The monthly reports shall be submitted to DGS no later than the 15th Calendar day of the following month, and contain the following information:
 1. Date of each Agency transaction
 2. Customer name (department, agency, etc.)
 3. Customer address, telephone number
 4. Customer contact person (department, agency, etc.)
 5. Invoice number issued by the Contractor's firm
 6. Corresponding customer purchase order number
 7. DGS/Agency customer billing code
 8. Type of Service or Product
 9. Hourly rate
 10. Amount of the invoice
 11. Contractor payment for DGS Administrative fee total

The end of the report shall contain a cumulative summary section which recaps associated order and invoice numbers/amounts by agency.

ELECTRONIC LIBRARY SERVICES

SPECIAL PROVISIONS

Attachment 4

PRICE SCHEDULE

The State of California Price Schedule is a Price List that will be made available to State and Local government entities. The prices offered are to remain firm fixed price for the first three (3) years of the contract. The State reserves the right to require the bidder(s) to provide an electronic copy of the price schedule, prior to issuing the contract. *This State of California Price Schedule shall be submitted with your response as Attachment 5.*

The California Price Schedule may not contain alterations and/or revisions/additions by the bidder nor contain any statements as to the ability to make revisions to the list that would affect the bid price after submittal of the bid. **The prices and information in the California Price Schedule are not to be considered confidential nor contain terms contrary to what is stipulated in this RFP.** Price schedules stating that they are confidential, prices are for this bid only or are prices only for government accounts will be deemed unacceptable. These statements are considered material deviations from the stated requirements herein.

PRODUCT PRICE ESCALATIONS AND DECLINES

Price escalations shall only take effect on the first payment after the escalation approval by the Department of General Services. Contractor shall in writing request and justify to the DGS Contract Administrator ninety (90) days prior to the contract term date for each fourth and fifth optional annual contract extension. Price declines shall be effective immediately upon any public notification of the decline.

1. Price Escalation

Prices quoted shall be a firm fixed price for three (3) years. Prices may be allowed to escalate after the third year by mutual agreement with a maximum of two (2) percent annual increase; however, only one price escalation shall be allowed within any twelve (12) month period after the third year of this MSA.

2. Price Declines

Should a price decline be announced by the contractor after contract award, and prior to the State utilizing the services, then the contractor shall pass the savings in total to the State of California. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices. The State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreements and Contractor shall not be obligated to perform any provision of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5 commencing with Section 927.

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with your final agreement. The General Terms and Conditions (GTC - 103) (Attachment 1) will be included in the agreement by referenced to Internet site: www.dgs.ca.gov/contracts.

CONTRACTOR CERTIFICATION CLAUSES

PLEASE NOTE: This page will not be included with your final agreement. The contractor Certification Clauses (CCC - 103) will be signed and completed as (Attachment 2) and will be included in the agreement by referenced to Internet site: www.dgs.ca.gov/contracts.

STANDARD 204, PAYEE DATA RECORD

PLEASE NOTE: This page will not be included with your final agreement. The contractor Payee Data Record (STD 204) will be signed and completed as (Attachment 3) and will be included in the agreement by referenced to Internet site: <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute" with (Agency Name, Director or Designee Title) within ten (10) days of discovery of the problem.

- a. Except where the State has specifically retained the right in this Agreement to make the final decision on a matter which Contractor must accept as final, any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of

ELECTRONIC LIBRARY SERVICES

SPECIAL PROVISIONS

Attachment 4

the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

- b. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Contractor shall continue with the responsibilities under this Agreement during any dispute.

CANCELLATION/TERMINATION

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- a. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract.
- b. Contract termination or cancellation shall be effective as of the date indicated in the State's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

ELECTRONIC LIBRARY SERVICES MODIFICATION TO SPECIAL PROVISIONS

Attachment 4.1

REPORTING REQUIREMENTS INVOICING OPTION

Contractor cannot provide the State with invoices in triplicate; however, the State can elect to receive PowerInvoice at no additional cost to the State.

PRICE SCHEDULE ADDITIONAL LANGUAGE

At the end of the second sentence of the first paragraph, the following will be added:
“, excluding the pay as you go pricing plan options (State/Local Per Search, State/Local Hourly and CourtLink Per Search) which may be increased upon thirty days prior written notice to State.”

ELECTRONIC LIBRARY SERVICES GENERAL TERMS AND CONDITIONS

Attachment 6
Agreement Number: 5-03-76-02

GENERAL TERMS AND CONDITIONS For Use of the LexisNexis Services Effective April 1, 1996

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(d) With respect to Materials that are United States patents ("Authorized Patent Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and

(e) With respect to all Materials other than Authorized Legal Materials and Authorized Patent Materials, the right to retrieve via downloading commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.

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ELECTRONIC LIBRARY SERVICES GENERAL TERMS AND CONDITIONS

Attachment 6
Agreement Number: 5-03-76-02

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1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1.8 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

2. ACCESS TO SERVICES

2.1 Only individuals authorized by the subscribing organization may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

3. LIMITED WARRANTY

3.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

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4.2 "Covered Party" means (a) the provider of the Online Services, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

ELECTRONIC LIBRARY SERVICES GENERAL TERMS AND CONDITIONS

**Attachment 6
Agreement Number: 5-03-76-02**

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms, may be changed from time to time by the provider of the Online Services immediately upon written notice to you. Charges and payment terms (the standard State and Local Government Per Search and Hourly Price Schedules along with the Standard Courtlink Price Schedule) may be changed in accordance with your applicable price schedules. Your subscription for access to the Online Services may be terminated immediately upon notice to the provider of the Online Services if any change is unacceptable. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change. In accordance with Attachment 4.1, nothing in this Section 5.1 shall be construed to include changing the CA MSA Price Schedule marked as Attachment 5. The prices in the CA MSA Price Schedule are fixed and not subject to change during the term unless mutually agreed to by both parties in writing.

5.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the provider of the Online Services should be sent to your account representative.

5.4 The failure of the provider of the Online Services or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of California.

5.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

ELECTRONIC LIBRARY SERVICES

SUPPLEMENTAL TERMS FOR SPECIFIC MATERIALS

Attachment 7
Agreement Number: 5-03-76-02

November 1, 2003
LexisNexis™ Services
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Agreement Number: 5-03-76-02

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